

बिगर सिंचन पाणी पुरवठ्यासाठी करारनाम्याचा
सुधारित नमूना व मार्गदर्शक तत्त्वे.

महाराष्ट्र शासन
जलसंपदा विभाग

शासन निर्णय क्रमांक : बिसिआ-२०१९ / (३६५/२०१९) सि.व्य. (धो.)

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई-४०००३२.

दिनांक : ०१ नोव्हेंबर , २०२३

संदर्भ:- (१) शासन परिपत्रक क्रमांक बिपापु १००१ / (७१३/२००१) सि. व्य. (धो.), दि.७/४/२००३

(२) शासन परिपत्रक क्रमांक बिपापु १००१ / (७१३/२००१) सि.व्य. (धो.), दि.११/०६/२००३

(३) शासन निर्णय क्र. मुलेप-२०१६/प्र.क्र.६५/१६/लाक्षेवि (आस्था), दि.१८/०५/२०१६

(४) महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण, मुंबई यांचे आदेश क्र. ०९/२०१७, दि.२२/०७/२०१७

प्रस्तावना :-

उपरोक्त दिनांक ७/४/२००३ व दिनांक ११/०६/२००३ च्या परिपत्रकान्वये महाराष्ट्र बिगर सिंचन पाणी पुरवठ्याच्या करारनाम्याचा सुधारित नमूना व मार्गदर्शक सूचना विहित करण्यात आल्या होत्या. त्यानंतर महाराष्ट्र राज्यातील जलसंपत्तीचे विनियमन करण्याकरिता, तसेच जलसंपत्तीचे कुशल समन्याय व टिकाऊ व्यवस्थापन, वाटप व वापर सुकर करण्याकरिता व पाण्याचा दर निश्चित करण्याकरिता महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण अधिनियम २००५ परित करण्यात आला. अधिनियमातील कलम ३(१) अन्वये अधिनियमातील तरतुदीच्या प्रयोजनार्थ दि.०४ मे, २००५ रोजी महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण गठित करण्यात आले. अधिनियमातील कलम ११(घ) अन्वये सिंचन व्यवस्थापनाचा प्रशासकीय कार्यचालन व परिरक्षणाच्या संपूर्ण खर्चाची वसुली परावर्तीत होईल अशा तऱ्हेने पाण्याची दर (जलप्रशुल्क) निर्धारणाची पध्दत ठरविण्याचे आणि पाणीपट्टीचे निकष ठरविण्याचे अधिकार प्राधिकरणास प्रदान करण्यात आले. तसेच संदर्भित शासन निर्णय क्र.३ मधील परिच्छेद क्र.२.४ नुसार पाटबंधारे प्रकल्पातून बिगर सिंचनासाठी केला जाणारा पाणीपुरवठा इत्यादी बाबींचे लेखापरिक्षण करण्याची जबाबदारी मुख्य लेखापरिक्षक जल व सिंचन, महाराष्ट्र राज्य औरंगाबाद या कार्यालयास देण्यात आली आहे. सदर कार्यालयामार्फत शासनाच्या अधिनस्त महामंडळांतर्गत निवडक बिगर सिंचन ग्राहकांचे लेखा परिक्षण दरम्यान प्रचलित करारनाम्याच्या मसुदयामध्ये क्षेत्रीय स्तरावरून बदल करून करारनामा केल्याचे निदर्शनास आले आहे. तसेच म.ज.नि.प्रा. यांचे संदर्भ क्र.४ अन्वयेचे दि.२२/०७/२०१७ चे आदेश, दि.११/०१/२०१८ रोजीचे ठोक जलदर आदेश तसेच दि.२९/०३/२०२२ रोजीचे ठोक जलदर आदेशान्वये दिलेल्या सूचना व काही महत्वाच्या परिच्छेदांचा व शासनाने गेल्या २० वर्षात शासन निर्णय /परिपत्रक द्वारे दिलेल्या आदेशांचा अंतर्भाव करारनामा मसुदयात होणे आवश्यक आहे.

सद्यःस्थिती प्रचलित असेलेल्या करारनाम्यामध्ये काही कलमामध्ये संदिग्धता असलेने सदर मुदयाबाबत स्पष्ट बोध न झाल्या कारणाने क्षेत्रीय स्तरावर अडचणी निर्माण होत आहेत, व काही ठिकाणी बिगर सिंचन ग्राहक या मुद्यावर न्यायालयात गेल्याने आकारणी व वसुली मध्ये अडचणी निर्माण होवून महसूला मध्ये घट होत आहे.

उपरोक्त सर्व आवश्यक बाबींचा प्रचलित करारनाम्या मध्ये महसूल वाढीच्या दृष्टीने अंतर्भाव करून मुदयांमध्ये सुसुत्रता आणून बिगर सिंचन पाणी पुरवठ्यासाठी करारनाम्याचा सुधारित नमूना व

मार्गदर्शक तत्त्वे निर्गमित करण्याचे शासनाचे विचारधीन होते. त्यास अनुसरून संदर्भ क्र.१ व २, शासन परिपत्रके अधिक्रमित करून शासन पुढीलप्रमाणे निर्णय घेत आहे.

शासन निर्णय:-

संदर्भ क्र. १ व २, मधील परिपत्रके अधिक्रमित करून बिगर सिंचन पाणी पुरवठ्यासाठी महाराष्ट्र औद्योगिक विकास महामंडळ/ महाराष्ट्र जीवन प्राधिकरण/ स्थानिक स्वराज्य संस्था, खाजगी संस्था/ खाजगी वसाहत/ नागरी वसाहत (Town Ship)/कारखाने /उद्योग इत्यादी यांचे करीता करारनाम्याचा सुधारित नमूना व मार्गदर्शक तत्त्वे ह्या शासन निर्णयाद्वारे निर्गमित करण्यात येत आहे.

सदर करारनामा करताना खालीलप्रमाणे स्टॅप ड्युटीसह करारनामा करावा. मात्र करारनामा नोंदणीची आवश्यकता नाही. तसेच स्टॅप ड्युटीचे दर महाराष्ट्र औद्योगिक विकास महामंडळ / महाराष्ट्र जीवन प्राधिकरण स्थानिक स्वराज्य संस्था यांचेशी करण्यात येणाऱ्या करारनाम्यासह लागू राहतील.

अ) घरगुती वापरासाठी

| वार्षिक पाणी वापर | स्टॅप ड्युटीचा दर |
|---------------------------------|-------------------|
| १) १० द.ल.घ.मी. पर्यंत | रु.१००/- |
| २) १० द.ल.घ.मी. ते ३० द.ल.घ.मी. | रु. ५००/- |
| ३) ३० द.ल.घ.मी. हुन जास्त | रु.१०००/- |

क) औद्योगिक वापरासाठी

| वार्षिक पाणी वापर | स्टॅप ड्युटी दर |
|--------------------------------|-----------------|
| १) १०. द.ल.घ.मी. पर्यंत | रु. १०००/- |
| २) १० द.ल.घ.मी. ते ३० द.ल.घ.मी | रु.५०००/- |
| ३) ३० द.ल.घ.मी. हुन जास्त | रु.१०,०००/- |

करारनाम्यातील कोणत्याही कलमासंदर्भात अर्थ विवरणाचा प्रश्न उद्भवल्यास त्याबाबत शासनाचा निर्णय अंतिम राहिल. या पुढील सर्व नविन बिगर सिंचन करारनामे या शासन निर्णयासोबत जोडलेल्या करारनाम्याच्या सुधारीत नमून्यानुसार करावेत व अस्तित्वातील (चालू)करारनामे टप्पाटप्प्याने रद्द करून ते सुधारीत करून घ्यावेत.

हा शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध असून त्याचा संगणक सांकेतांक २०२३११०११४३७१०९०२७ असा आहे. हा आदेश डिजिटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

(नमिता बसेर)

उपसचिव, महाराष्ट्र शासन

सोबत- बिगर सिंचन पाणी पुरवठ्यासाठी करारनाम्याचा सुधारित नमूना व मार्गदर्शक तत्त्वे

प्रत :-

- १) अपर मुख्य सचिव, जलसंपदा विभाग, मंत्रालय, मुंबई
- २) अपर मुख्य सचिव, महसूल व वन विभाग, मंत्रालय, मुंबई

- ३) प्रधान सचिव, नगर विकास विभाग, मंत्रालय, मुंबई
- ४) प्रधान सचिव, उद्योग, उर्जा व कामगार विभाग (उद्योग), मंत्रालय, मुंबई
- ५) प्रधान सचिव, पाणी पुरवठा व स्वच्छता विभाग, मंत्रालय, मुंबई
- ६) प्रधान सचिव, ग्राम विकास विभाग, मंत्रालय, मुंबई
- ७) प्रधान सचिव, जलसंधारण विभाग, मंत्रालय, मुंबई
- ८) सचिव (लाक्षेवि), जलसंपदा विभाग, मंत्रालय, मुंबई
- ९) सचिव (प्रकल्प समन्वय) जलसंपदा विभाग, मंत्रालय, मुंबई
- १०) सचिव, महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण, मुंबई
- ११) सर्व कार्यकारी संचालक, पाटबंधारे विकास महामंडळे
- १२) मुख्य कार्यकारी अधिकारी, महाराष्ट्र औद्योगिक विकास महामंडळ, उद्योग भवन, अंधेरी
- १३) मुख्य कार्यकारी अधिकारी, महाराष्ट्र जीवन प्राधिकरण एक्सप्रेस टॉवर, नरीमन पॉईंट, मुंबई
- १४) मुख्य लेखा परिक्षक, जल व सिंचन, महाराष्ट्र राज्य, औरंगाबाद
- १५) सर्व मुख्य अभियंते, जलसंपदा विभाग
- १६) सर्व अधीक्षक अभियंते, जलसंपदा विभाग
- १७) सर्व कार्यकारी अभियंते, जलसंपदा विभाग
- १८) सि.व्य.(धो.) कार्यासन, संग्रहार्थ.

AGREEMENT

(For Non -Irrigation Water supply)

Reference:- (Government/Corporation Sanctioned Letter no. - - - - - ,dated - - - - -) _

This agreement is made on the _ _ _ day of the _ _ _ month of the year Two Thousand _ _ _ _ _

BETWEEN

PartyI: -

| | |
|--|---|
| <u>Name& Address of Company with e-mail id:</u> | A local self-Government Body such as Gram Panchayat/ZillaParishad/Municipal Authorities/ MIDC/MJP also A Company/ Industries/ Entrepreneur/ Organization/ Proprietor/ Institution/ Factory/ User (which expression herein- after referred to as “the BWUE” shall, Unless excluded by or it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) registered under the Indian Companies Act, (VII of 1913), the companies Act 1956 (1 of 1956) and having its registered office at _ _ _ _ _ and with communication address as _ _ _ _ and email id _ _ _ _ hereinafter referred to as “the Bulk Water User Entity (BWUE)” of the one part |
|--|---|

AND

PartyII: -

| | |
|--|--|
| <p style="text-align: center;"><i>Executive Engineer,</i></p> <p style="text-align: center;">_ _ _ _ _ <i>Division,</i> _ _</p> <p style="text-align: center;">_ _</p> <p style="text-align: center;"><i>Under Water Resources Department, Maharashtra</i></p> <p style="text-align: center;"><i>(GoM / Corporation)</i></p> | Herein after referred to as “the Bulk Water Supply Entity (BWSE)” (Which expression shall unless excluded by or it be repugnant to the context or meaning thereof be deemed to include his successors and assigns) of the other Part. |
|--|--|

WHEREAS the BWUE is desirous of constructing a pumping station on the BWUE’s land atfor drawing water from the source..... (Herein after referred to as **“the saidriver/ source”**) for the use by the BWUE for supplying drinking water to the residents in the jurisdiction of BWUE or for commercial purpose or for industrial purpose for the BWUE’s plant (herein after referred to as **“the said Plant”**) and laying underground and surface pipes and

drains for discharge of the factory effluent, if any. (Strike out whichever is inapplicable)

AND WHEREAS the BWUE has applied to the BWSE for permission to drawMillion Cubic Meters (Mcum) per year from the said source.

AND/OR WHEREAS the BWUE has paid RS.(Rupees) vide Demand Draft/ Cheque No. _____ Dtd. ____/____/____ to BWSE towards the proportional cost of capital outlay of the project.

AND WHEREAS the BWSE has agreed to grant the aforesaid permission Vide Chief Engineer, Water Resources Department's Memo/ ज्ञापन(Dnyapan/Memorandum) _____ No. _____ Dt. ____/____/____ to the _____ BWUE on the terms and conditions herein after appearing.

AND WHEREAS the BWSE has given permission vide above reference letter to the BWUE to draw _____ Million Cubic Meters (Mcum) per year from the said source, and under the said terms and conditions the BWUE has deposited with the BWSE a sum as follows:

a) Rs _____ /- (Rupees _____ Only) vide Demand Draft No. _____ Dt. ____/____/____ of (Bank Name and branch) _____ for irrigation potential restoration charges for curtailment of Irrigation.

b) Rs _____ /- (Rupees _____ Only) vide Demand Draft/No. _____ Dt. ____/____/____ of (Bank Name and branch) _____ towards the proportional cost of capital outlay of the project.

AND deposited a sum as follows

Refundable deposits

| Sr. No | Type of Charges | Demand Draft/ Cheque/ F.D.R/Bank Guarantee No. | Date | Amount in Rs. | Bank Name and branch Details |
|--------|-------------------------|--|------|---------------|------------------------------|
| 1. | Irrigation water Charge | | | | |
| 2. | Local Fund Charge | | | | |

as "security" equivalent to two months BWUE's probable annual water charges based on yearly sanctioned and as communicated in cash (below Rs.5000/-)/ Cheque/ Demand Draft/ RTGS or a bank guarantee issued by the Scheduled/ Nationalized bank having its main/ branch office situated locally for the due

observance and performance by the BWUE of the terms and conditions of this agreement; WHEREAS Sithas been agreed that the said amount deposited will not carry any interest.

AND WHEREAS the BWUE has read and understood the meaning of the words used in the agreement such as,

BWSE:- It means Bulk Water Supply Entity i.e. Water Resources Department(WRD) Government of Maharashtra, including the concerned Executive Engineer, Superintending Engineer, Chief Engineer and Executive Director of the corporation.

GOVERNMENT:- It means Water Resources Department (WRD) Government of Maharashtra.

CORPORATION:- Corporation means the River Basin Agency i.e. Vidarbha Irrigation Development Corporation (VIDC)/ Maharashtra Krishna Valley Development Corporation (MKVDC)/ Godavari Marathwada Irrigation Development Corporation (GMIDC)/ Tapi Irrigation Development Corporation (TIDC)/ Kokan Irrigation Development Corporation (KIDC).

DEPARTMENT:-It means Water Resources Department (WRD) Government of Maharashtra.

BWUE:-BWUE means bulk water user entity which may be a local self-Government Body such as Gram Panchayat/ ZillaParishad/ Municipal Authorities/ MIDC/ MJP also company/ Industry/ Entrepreneur/ Individual / Government or Non- Government or Semi-Government Organization/ Proprietor/ Institution/Factory/ User or Any Non-Irrigation Customer.

RAW WATER:-

a) **Water used as a raw water directly or after purification for manufacture of their final product such as**

- i. Mineral/ drinking water plants, distilleries, breweries, manufacturing plant for beverages and for beers, liquor and similar products,
- ii. Ice factory, in which water is used directly or indirectly for preparation of the product.

b) **Part of Raw Water used for manufacturing of Final Product such as:**

- i. Ethanol, spirit or alcohol production
- ii. Manufacture of biscuits/ other food items
- iii. Medicines and drugs or similar products in which part of raw water is used as their final product.
- iv. Liquid and solid fertilizers, insecticides, chemicals, and other similar products in which raw water is used directly or indirectly after purification for manufacturing of the product.

- v. Any other similar products in which raw water is used directly or indirectly after purification for manufacturing of the product.
- vi. Any product in which part of water is used as raw water for manufacturing of their final product.

The Raw Water Quantity for billing purpose shall be considered as follows-

Raw water Quantity shall be calculated according to the amount of raw water used in actual production of that product. (It should not include the water used for the processing as per definition given below). To calculate this, the actual contents of water in the final products shall be considered and the raw water required to produce that content shall be taken into account. This shall be certified by any agencies like BSI/ ISI/ MPCB/ CPCB/ Patent Government Authorized Institutes /Certified Institutes by NABL, NAAC.

WATER USED FOR PROCESSING:- Water used in processing for manufacture of the product which may include cooling, flushing, washing, curing or other miscellaneous activities, other than water used directly as raw water for manufacturing of final product, for process industries, industries using water for cooling (like thermal power plants). Industries using water for boilers to produce steam. (Cogeneration in the sugarcane process industries and other similar industries.)

QUOTA:-Quota means yearly water demand sanctioned and communicated to the BWUE by the BWSE.

YEARLY APPLICABLE DEMAND:-Yearly Applicable demand means the water demand communicated by the BWUE for the period from **1stNovember to 31stOctober** of the next year to the BWSE and sanctioned by BWSE every year in the month of **September** along with its bifurcation for industrial, domestic and agricultural use.

MDDL:-Minimum Draw Down Level in the river/ Canal/ Dam.

RBA:-River Basin Agency.

MWRRA:- Maharashtra Water Resources Regulatory Authority

CPCB:- Central Pollution Control Board.

MPCB:- Maharashtra Pollution Control Board.

MIDC:- Maharashtra Industrial Development Corporation.

MOEF and CC:- Ministry of Environment and Forests and Climate Change.

MJP:- Maharashtra Jeevan Pradhikaran.

DD:- Demand Draft.

RTGS:- Real Time Gross Settlement.

CSR:- Corporate Social Responsibility.

NABL:- National Accreditation Board for Testing and Calibration of Laboratories.

NOC:- No Objection Certificate

It is hereby agreed by the parties to this agreement that the orders or the directions as issued by MWRRA, an authority constituted under section 3 of the MWRRA Act 2005 as amended from time to time shall be binding and applicable to the agreement and for that purpose the said directions or the orders as issued by the authority from time to time shall govern for all practical purposes for this agreement and accordingly from the relevant clauses in this agreement shall be deemed amended where ever applicable.

AND WHEREAS as the BWUE has agreed with following terms and conditions,

NOW THIS AGREEMENT WITNESSTH AS FOLLOW:

A. Sanctioned quota and allied Conditions:

1. (i) In consideration of the BWUE making payment to the BWSE as herein after specified and observing and performing the convenience and conditions herein contained BWSE do hereby grant to the BWUE permission to draw following quota of water for the specified purpose.

Table1.0

| Sr. No. | Description / Use | Source (Reservoir/ Dam/ Tank/ KTB / KTW/ D/s of River / Natural Stream/ Own Dam/ Own well within 35 meters from water Channel) | Sanctioned Quantity Mm ³ /year | Percentage with Total Sanctioned Quota |
|---------|---|---|---|---|
| a. | For industrial use- | | | |
| | 1) Water used as Raw material | | | |
| | 2) Water used for Processing | | | |
| | 3) Water for Domestic use in Industry | | | |
| b. | For domestic use- (Household usage) | | | |

| | | | | |
|----|--|--|--|--|
| c. | For agricultural use - (Nursery/ Gardening) within the BWUE's premises. | | | |
| d. | For Commercial use- (Hospital, Hotels, Private Hostels, Shops, Malls, Educational Institutes with/without hostel facility/Golf Course, Stadium etc.) | | | |
| | Total Sanctioned Quota (a+b+c+d): - | | | |

And use the same for the purpose of the BWUE's said plant or project or for supply to residential colonies or for agricultural use (Nursery/ Gardening) for a term of **Six (6) years** commencing from the ____/____/20____ on the following terms and conditions.

(ii) In case if the BWUE is in developing stage, and they do not require total sanctioned quota at the time of this agreement, then it will be binding on the BWUE to develop the project and utilize their sanctioned quota to the full extent within 3 years from the date of Chief Engineer, Water Resources Department's Memo/ ज्ञापन(Dnyapan/ Memorandum) mentioned above. **If the BWUE fails to do so, and the BWUE desires to continue their water reservation beyond 3 years, then a separate permission for continuation of the sanction of quota shall be obtained from respective Chief Engineer, by making an application along with a non- refundable Reservation Continuation Request Fee equivalent to the Refundable Deposits mentioned herein above. Such an application shall be made by the BWUE 6 months prior to completion of the said 3 years from the date of chief Engineer's Memo/ ज्ञापन(Dnyapan/Memorandum) mentioned herein above, otherwise the quota reservation will be deemed to be invalid the agreement will become null and void.**

(iii) The industrial water requirement, the domestic water requirement and agricultural water requirement (Nursery/ Gardening) of the BWUE as demanded deemed to be separate and independent for the sole purpose and water charges assessment shall be accordingly separate and independent for other clauses of this agreement. The BWUE shall recycle the used water to fulfill their Nursery/ Gardening water requirement. However, if BWUE demands for fresh water to cater their Nursery/ Gardening requirements then water will be charged as per appropriate rates of MWRRA.

2. The permission hereby granted shall be subject to the provisions of the Maharashtra Irrigation Act 1976, MWRRA Act 2005, and MWRRA order No.9/2017, dated 22/09/2017, & Tariff Order dt.29/03/2022 with subsequent revisions if any, in force and any executive orders issued in this on behalf of Government and any statutory amendment thereof from time to time and for the time being in force and the same will be applicable to the BWUE from the date of issue of the order.
3. Nothing herein contained shall be deemed to imply any guarantee on the part of the BWSE as to the availability or otherwise of any specific quantity of water and BWSE shall not be responsible for the non-supply or inadequate supply of water on any account whatsoever. However, in case of inadequate or non-supply due to shortage of water or reason beyond the control of the BWSE, the bill shall be charged as per actual quantity of water lifted/supplied during such period including transmission losses.
4. The BWUE shall use the water drawn from the said river/ source for purposes of Industrial use for the BWUE's said Project/plant and/or for supply to the residential colonies constructed by the BWUE within the area of said Project/plant for providing housing to its employees and workers (hereinafter referred to as "the said residential colonies"). The BWUE shall not sale the water from the said river/source to any other person, firm or BWUE, corporation or other body. In the event of the BWUE selling water drawn from the said river/source, then BWSE without prejudice to its right will forthwith cancel the agreement and revoke the sanction of water quota. BWSE shall be entitled to recover from the BWUE the proceeds of any such sale made by the BWUE.

As regards water supply to MIDC this Clause of resale of water will not be applicable to the extent of the water supplied by them to the industrial units and residential colonies in their jurisdiction. But, for any purpose other than the above. If MIDC desires to supply water then the prior permission of the BWSE in Water Resources Department is obligatory. Water supply made by MIDC without prior permission will be charged at 3 times applicable Industrial water rates retrospectively as per MWRRA order dt.29.03.2022 and subsequent revisions.

5. If BWUE are found to be supplying water from its drinking water entitlement to Industrial users without prior approval of BWSE, such water use will be charged at 3 times applicable Industrial water rates retrospectively as per MWRRA order dt. 29.03.2022 and subsequent revisions.
6. BWSE shall be entitled to utilize water of the said river/ source available after meeting the reasonable requirements of the BWUE for any other suitable purpose, and the decision of the BWSE shall be final and binding on the BWUE for such purpose as BWSE deem fit.
7. The permission hereby granted shall not in any manner prejudicially affect the existing water rights vested in the upstream /downstream riparian owners, nor shall it in any way, prejudice BWSE's rights to here after launch or implement in public

interest any new scheme or schemes on its own, or in connection with the present source of river channel of water supply available to the BWUE, subject however to the safeguarding of its reasonable demand referred to in clause (6) above.

8. The BWUE shall not construct the pickup weir in the river bed of the said river unless the proposals, plans, drawings, specifications, estimates and all other details thereof are previously submitted to and approved in writing by an officer authorized in that behalf by the BWSE and while granting its approval to the construction of the pickup weir, BWSE may impose such conditions as it may in its discretion think fit. The foot valve of suction pump shall be kept at a level such that, in case the water level in the river/ reservoir goes below the sump level of river or below MDDL of the reservoir, the BWUE shall make its own arrangement at his own cost to draw water.
9. The cost of all works in connection with the arrangements for water supply including the cost of measuring devices and its installation and maintenance shall be borne by the BWUE.
10. As per Para 7.2 of MWRRA Order no.9/2017, dated. 22/09/2017, Corporation (RBA) shall limit the entitlements after reviewing the conditions laid down in environmental clearance given by competent authority and the water that can be made available from rainwater harvesting, recycling etc. wherever recycling is possible, the entitlement shall only be for top-up requirements.
11. In case of emergency/ drought/ any natural calamities occurs, BWSE reserves the right to issue interim order to the BWUE to make arrangement from their said source to allow supply of drinking water by tanker or any other means in public interest for certain stipulated period. In such case no claim will be entitled from the BWUE. The BWUE's water use in such emergency period will be treated as work of Corporate Social Responsibility (CSR).
12. The said Security deposit sum of Rs. _ _ _ _ _ deposited in the form of Demand Draft/ Cheque/ F.D.R/Bank Guarantee/ cash (below 5000/-) by the BWUE with the Executive Engineer, _ _ _ _ _ Division, _ _ _ _ _ to the BWSE as aforesaid shall be held by the BWSE as security for the due observance and performance by the BWUE of the covenants, terms and conditions herein contained.

Table 2.0

Refundable deposits

| Sr. No | Type of Charges | Demand Draft/ Cheque/ F.D.R/Bank Guarantee No. | Date | Amount in Rs. | Bank Name and branch Details |
|--------|-------------------------|--|------|---------------|------------------------------|
| 1. | Irrigation water Charge | | | | |
| 2. | Local Fund Charge | | | | |

In case of default on the part of the BWUE to perform and observe any of the said covenants terms and conditions it shall be lawful for the BWSE in his absolute discretion to forfeit the whole of the security deposit or any part thereof without prejudice nevertheless to any rights and remedies which the BWSE may have against the BWUE under these presents for such breach and the BWUE shall forthwith pay up the amount so forfeited and shall always maintain the original amount of deposit throughout the period of this agreement. On the expiry of the terms of this agreement, the said security deposit of Rs. _____ /- or such part thereof as shall not have been appropriated as aforesaid shall be refunded to the BWUE.

13. All amounts due to the BWSE by the BWUE under this agreement shall be deemed to be arrears of land revenue and may without prejudice to any other rights and remedies of BWSE be recovered from the BWUE as arrears of land revenue.

B. Water Source & its Measurements:

1. Water supply as per the sanctioned quota shall be commenced only after installation of the SCADA based **ultrasonic flow meter with SMS facility**. For ascertaining the quantity of water drawn by the BWUE, the BWUE shall forthwith at its own cost and after obtaining prior approval in writing thereto of the Executive Engineer, install independent pipelines fitted with separate SCADA based ultrasonic flow meter with SMS facility, as above for use of water for the said independent intention (herein after referred to as “The said ultrasonic measuring devices with SMS facility”) at such places as indicated by the Executive Engineer.
2. All the Pumping/ pipeline layouts showing locations of the metering equipment from the said river/source for different purposes shall be got jointly verified and got approved from Executive Engineer, WRD. Also, the layout from the said river/source shall be got approved from Executive Engineer. **No changes in the approved layout shall be made without the prior written approval from the Executive Engineer.** All the Pipe Layout components within the premises of the BWUE shall be open for inspection at any given time. As far as possible, the water pipeline of different use such as raw water, processing, and domestic and gardening shall be kept open. Pipeline shall not be made underground from the point of separation OR pipeline entrance in the premises whichever is nearest from the Intake well.
 - a. According to the usage bifurcation, there should be a separate distribution pipeline and water meters for each type of usage starting from entrance of premises to the actual water use point.
 - b. The pipelines shall be color-coded as follows as per sanctioned bifurcations:

| Sr. No. | Usage Type | Pipeline color-code |
|---------|----------------------------|---------------------|
| a. | For industrial use- | |
| 1 | Water used as Raw material | Red |

| | | |
|----|---|--------|
| 2 | Water used for Processing | Yellow |
| 3 | Water for Domestic use in Industry | Blue |
| b. | For domestic use in Households- | White |
| c. | For agricultural use - (Nursery/ Gardening) within the BWUE's premises. | Green |
| d. | For Commercial use- | Orange |

- c. The meters shall be fitted near intake well, just before separation of pipelines inside the premises of the User and before the end use.
- d. The sanctioned quantity mentioned in Table 1.0 of clause A1 (i) shall be used for the particular prescribed purpose only. If any diversion is noticed then it will be charged at 2 times the highest rates.
- e. The difference if any, between the water quantity actually lifted from the source and the water quantity that reaches to BWUE premises for distribution of raw water to different categories viz., Raw, Process, Drinking, etc. as per quota sanctioned by BWSE shall be charged at the highest rate applicable at that time as per approved tariff plan from time to time.

Sample calculations;

1. Quantity lifted at source = (X) m³
 2. Quantity after distribution to usage units
 - a. Quantity For industrial use as Raw material = (a1) m³
 - b. Quantity For industrial use for processing = (a2) m³
 - c. Quantity For Domestic use in Industry = (a3) m³
 - d. Quantity For Domestic use in Households = (b) m³
 - e. Quantity For Agricultural use = (c) m³
 - f. Quantity For Commercial use = (d) m³
- Quantity reached at Premises/Actual use = (Y) m³

Where Y = (a1)+(a2)+(a3)+(b)+(c)+(d)

If (X) m³ ≠ (Y) m³ then difference of Quantities [(X) — (Y)] will be charged at highest rate at that time as per approved tariff plan from MWRRA.

3. Ultrasonic measuring device with SMS facility shall be installed within 50 m distance from sump well having ease of all-weather approach to record reading and inspection at any time (Day/ Night). A separate cabin protected from all weather conditions for measuring device, with SMS Facility with sufficient space should be provided.
4. Electric connection arrangement for flow meter should be done directly such that ultrasonic flow meter cannot be stopped any time during operation period of pumps. Inverter/ backup/ UPS arrangement should be done to provide continuous electric supply to flow meter in the cabin.
5. Calibration of the said Ultrasonic measuring device with SMS facility should be done annually from NABL approved laboratory after consultation with Executive Engineer and calibration report should be submitted to the Executive Engineer.

6. The said Ultrasonic measuring device with SMS facility with its supplementary devices shall always be kept under the lock and seal of the Executive Engineer and one key of such lock shall at all times, be with the Executive Engineer. The BWUE shall at all times, during the subsistence of this agreement at their own cost maintain the said Ultrasonic measuring device with SMS facility in proper working order and condition.
7. Daily Reading of water drawn shall be recorded in the “Standard Log Book” issued by the Executive Engineer or data logger to the BWUE/User. Readings of flow meter and pumping hours should be kept jointly by BWUE/User and BWSE representative. BWUE/User Officers/ BWSE Officers shall visit and check the logbook/ Data logger frequently. These logbooks/ Data logger will be the property of the BWSE. To workout the monthly bill, readings for the total water drawn by the BWUE/User shall be taken on the said **Ultrasonic** measuring device with SMS facility, on the 1ST day of each month at the time agreed jointly by the authorized representatives of the Executive Engineer and of the BWUE/User.
8. In the event of the said Ultrasonic measuring devices with SMS facility going out of order and becoming defective, the quantity of water drawn by the BWUE during the period when the meter was defective and not working shall be ascertained as per MWRRA order No.9/2017, dated 22/09/2017 & Order dt.29/03/2022 and subsequent revisions in MWRRA order, in the following manner.
 - (i) It is BWUE’s responsibility to inform immediately about any fault/breakdown of Ultrasonic measuring device/s with SMS facility. One month notice shall be given for repairing and commissioning of the Ultrasonic measuring device/s with SMS facility which is found to be tampered/ faulty/ non-working. The Ultrasonic measuring device/s with SMS facility shall be repaired within 60 days.
 - (ii) Extension of one month can be given for repairing the Ultrasonic measuring device/s with SMS facility depending on specific local situation. Water charges for this period shall be levied on the basis of actual use including transmission losses / reservation/ water use calculations based on specific water consumption as per 100% of the proportionate sanctioned yearly quantity as communicated in clause A1 or as per criteria issued by MWRRA Order dated 22/09/2017 or production or recent water use whichever is more at rate 2 times the applicable rate.

This will be made applicable for the period during which the measuring devices remained out of order. The aforesaid provisions will also apply when the quantity of water drawn by the Agency cannot be measured on account of removal of the said Ultrasonic measuring devices with SMS facility for repairs or the same in the opinion of the Executive Engineer not working properly.

- (iii) However, if meter is not repaired within this extended time limit, water supply shall be discontinued.

9. i) Metered water uses within the allocated quota sanctioned limits and installing meter without agreement, shall be billed at twice the applicable rates.
ii) Water used without sanction shall be charged at 2 times applicable rate.
iii) Water Used without installing meter/when meter is not in working condition/not calibrated, shall be charged at 2 times applicable rate.
iv) When both conditions Water used without sanction/ sanctioned but without agreement and Water Used without installing Ultrasonic meter with SMS facility/ when meter is not in working condition/ not calibrated exist at the same time, water used shall be billed at THREE times applicable rates. Quantity for such use shall be as per Para 8(i) above.
10. If any theft/ misuse of water found from any source by the user. In such case the BWUE will be charged as per prevailing MWRRA penal rates.
11. During the construction phase of commercial entity, private colonies, townships, the water use will be charged at commercial rate and after receipt of completion Certificate of the construction (i.e., after receipt of occupancy certificate), water use will be charged as per the provisions in Annexure 2, Para- 2 of General condition of MWRRA Order dated 29/03/2022 and subsequent revisions in MWRRA order. If both uses are concurrent, different meters are to be installed and assessment to be done accordingly.
12. During inspection, if it is found that water sanctioned for processing is partially used in production as raw water directly or indirectly, then that quantity of water will be charged 2 times as per rates applicable for raw water after due verification and actual measurements.

C. Billing:(i)

1. Billing shall be done on **Monthly** basis. The bill for water drawn by the BWUE during the previous calendar month shall be sent in duplicate through e-mail/any other online mode by the Executive Engineer to the office of the BWUE within 10th day of next month, after the end of the water consumption period. The BWUE shall thereafter duly pay the same by a Demand Draft/ RTGS or any electronic transfer mode in the name of the Executive Engineer for and on behalf of the BWSE on or before 25th day of the same billing month and shall not allow the same to fall in arrears. If the BWUE fails to pay the amount within this stipulated time extra charge not exceeding 10% per annum of the amount due will be charged. If the delay in payment of water charges exceeds three months, then the BWSE reserves the right to terminate the water supply with a notice of 15 days in advance.
2. i) The BWUE shall pay to the BWSE at the time and in the manner specified in clause [C. (i) 1] hereof water charges for the quantity of water drawn by the agency from the said River as measured by the said Ultrasonic measuring devices at the rates prescribed as per MWRRA order Dt. 29/03/2022 and also as per subsequent revision in the water rates from time to time during the period of this Agreement.

ii) The present water rates for the water drawn from the Assured/Regulated/Partly regulated Water supply source/ Bulk Water User Entity has shared proportionate cost and constructed basis infrastructure for non-Irrigational water use is as per MWRRA order Dated, 29th March, 2022.

Table 3.0

| Sr. No. | Water Use type | Sanctioned Quota (Mm³) | Applicable Rate as per source location as per MWRRA Bulk tariff Order | Source classification |
|----------------|-----------------------------|--|--|------------------------------|
| 1. | Domestic - Household | | | |
| 2. | Domestic - Commercial | | | |
| 3. | Domestic - industrial units | | | |
| 4. | Industrial - Processing | | | |
| 5. | Industrial - Raw water Use | | | |
| 6. | Educational Institutions | | | |

NOTE: Above Rates given in table are per cum (for 1000 Lit.) and are as applicable on the date of the agreement. However, the rates specified above are subjected to Revision of Bulk Tariff order by MWRRA/ GOM from time to time and will be binding on the Party I.

Table 3.1

| Sr. No | Actual water use [Including Transmission losses] | Applicable rates |
|---------------|---|--------------------------|
| A | Quantity up to 100% of norm-based water use | Standard Rate |
| B | Quantity between 100% - 125% norm-based water use | 1.50 times standard rate |
| C | Quantity exceeding 125% norm-based water use | 3.00 times Standard rate |

- Water rates shall be paid by BWUE as per the prescribed rates in prevailing MWRRA orders. However, no rights can be claimed by paying water charges at higher rates in the form of penalty for such excess water use. BWUE

should focus on measures such as leakage prevention, controlling Unaccounted-For-Water (UFW), promotion of water saving measures, reuse, and rainwater harvesting etc. to keep water use within prescribed limits.

4. The water lifted in excess of sanctioned demand shall be charged as per the prescribed penal rates in prevailing MWRRA orders. However, the local cess shall be charged on single rate only.
5. The BWUE shall pay to the BWSE at the time and in the manner specified in clause C-(1) & (2) hereof water charges for the quantity of water drawn by the BWUE from the approved source as measured by the said SCADA based Ultrasonic measuring devices with SMS facility at the rates as per MWRRA order dt. 29/03/2022 and subsequent applicable revisions.
6. In the case of disputes regarding quantity of water billed, arrears or rate at which the bill is prepared by Executive Engineer, the BWUE shall first pay the complete amount of the bill and then claim for refund of any excess bill charged, giving the reasons/ justification of wrong billing. After that BWUE shall approach to the Primary Disputes Resolution officers (PDRO) of the respective River Basin as per GR dt. 25.08 2009 for correction in the bill with reason/justification. Further, if BWUE is aggrieved by the decision of the PDRO, it can file an appeal to Maharashtra Water Resources Regulatory Authority (MWRRA), Mumbai within 60 days from the decision of the PDRO by payment of applicable fees. The decision given by the MWRRA, Mumbai on such appeal shall be final, conclusive and binding to both the parties.
7. If after the expiry of period mentioned in clause A1(i) of this agreement, though the BWUE uses water less than 90% of the quantity of water specified in clause A (1)(i) then the BWUE shall pay to the BWSE water charges calculated for 90% of the quantity of water specified in clause A (1)(i).
8. For any unforeseen reasons, if the BWUE would like to reduce the demand of water entered in the agreement, they will be required to make a revised annual demand making an **Application for the revised quota to the Executive Engineer,at least 15 days before 30th September for that year**). On acceptance of such revised demand the BWUE will be charged as per changed demand for period specified, other conditions remaining same. A supplementary agreement on 100 Rs. Stamp paper for this changed quantity which will form part of main agreement which is to be done within the period of 30 days from the date of sanction of any such reduced quota. If BWUE fails to complete supplementary agreement within stipulated duration, water charges will be levied as per main agreement. 5% commitment charges will be charged for quantity of difference between sanctioned quantity and supplementary agreement.

9. In addition to the payment of water charges referred to above, the BWUE shall also pay to the BWSE local cess at the rate 20 paisa per every rupee of basic water charges.
10. For any unforeseen reasons (such as sudden closure of the units or sudden rise in production etc.) there could be abrupt fluctuations in the demand on the both sides. Such cases will be decided at Government level only, by giving due considerations to the availability of water in the particular sub-basin and so on.
11. Monthly bills for the period from NOVEMBER to AUGUST (10 months) shall be prepared on the basis of actual quantity of water lifted at the prevailing rates including transmission losses as per type of actual usage. The bill for the months of SEPTEMBER and OCTOBER (11th & 12th month) shall be prepared by taking review of annual sanctioned demand and the terms and conditions of the agreement and then shall be adjusted and paid accordingly. While adjusting so it shall be considered that the 90% of the annual sanctioned demand has been lifted/ used.
12. Government/ MWRRA hereby reserves to itself the right to revise from time to time the water rates and local fund cess and BWUE shall pay the revised water rates and local fund cess as may be fixed by Government/ MWRRA from time to time.
13. **“Polluter pays” principle** - The USER shall not discharge the effluent in any Nalla or River and shall not pollute directly or indirectly any portion of the dam even by septic tank effluents. Users shall treat sewage to the desired standard specified by Maharashtra Pollution Control Board (MPCB) before its release into a natural water course or an irrigation canal. If effluent Treatment Plant (ETPs) is not installed by user based upon their water allocation or ETPs are not working to its full capacity, User is liable to pay penal charges 2 times applicable rate for the sanctioned quota or actual water use including transmission losses whichever is higher.
14. Water used without valid agreement will be charged at 2 times the applicable rate as per order of MWRRA order DATED 29th of March, 2022 and subsequent revisions.

(ii) Effluent Disposal:

1. The effluent disposal arrangement made by the BWUE shall be got approved by the BWUE from the Maharashtra Pollution Control Board/ Environmental Department of Government of Maharashtra prior to commencing the operation of pumping/ drawing water from the source and the same should be verified by Executive Engineer, Water Resources Department. This effluent disposal arrangement is open for inspection to any officer of WRD at all the times.
2. Further, BWUE shall not exceed the effluent discharge norms stipulated by MoEF/ MPCB/ CPCB whichever is stringent. The industries using recycled

- water and reducing their freshwater demand shall be given incentives, as per MWRRA order dated 29.03.2022 or its subsequent amendment/ revision. However, BWUE using water beyond the entitlement shall be charged at penal rates, as may be indicated in tariff order.
3. The BWUE shall not discharge the effluent in any river/ nalla and shall not pollute directly or indirectly any portion of the said river/ nalla even by septic tank effluents. If any river/ nalla polluted by BWUE is identified by any BWSE entity then the BWUE shall be charged as per penal rates prescribed in para C(i)13.
 4. The BWUE shall Submit the valid effluent verification report by MPCB indicating, effluent meeting the stipulated standards, from time to time. On failure of doing so, the BWUE will be charged as per clause C (i) 13.
 5. If any complaint/ information regarding pollution of river/source is received to Water Resources Department of Government, Executive Engineer, the Party II shall inform this complaint/ information to MPCB and the BWUE. If the BWUE fails to submit a valid verification report approved by Maharashtra Pollution Control Board (MPCB) indicating that the effluents are meeting stipulated standards, then the Executive Engineer, _____ Division, _____ will charge the water to such polluting industries at penal rate as above, retrospectively, from the date of complaint/information received immediately. Further, Department reserves the rights to totally stop the water supply of the polluting industry if no remedial measures are taken by the BWUE for effluent disposal and if BWUE fails to submit the verification report of MPCB, indicating that effluent is meeting the stipulated standards, within the period of 60 days of date of issued notice, then the water supply to the BWUE shall be stopped by BWSE. The water supply so stopped shall be renewed only after receiving NOC of MPCB and after payment of all arrears of water charges including penal charges as per section C. (i)
 6. If any BWUE reduces its requirement by recycling (reducing its net demand of water up to minimum 75% or less than that), it shall be charged at 75% of applicable rate, provided, officers of Water Resources Department not below rank of Executive Engineer have confirmed and certified the reduction made in water use by recycling.

(iii) General Conditions:

1. The BWUE shall at all the time allow any officer of Water Resources Department (WRD) of the BWSE to enter and inspect the BWUE/factory/work, to assess the actual water use for production of their products or for the purpose of water use specified in the Water Reservation Order, as well as to verify accounts and copies taken for entries from the records maintained by the BWUE to assess exact quantity used by the BWUE. In case BWUE denies access for inspection or denies giving any details of water use, Executive Engineer on behalf of the BWSE reserves the right to stop the water supply partially or totally after

giving a notice of 15 days to the BWUE. BWSE (WRD) will not be responsible for any loss due to stoppage of water.

2. Under the provisions of Section 11(q) of the MWRRA Act 2005, the Authority makes it mandatory for the BWUE to get the water audit done from Chief Auditor, Water and Irrigation, Maharashtra State, Aurangabad. And the BWUE is binding to pay water charges as per any revisions in billing (Already done/ paid/ unpaid) as per instructions of Superintending Engineer, _____, or as finalized by Chief Auditor, Water and Irrigation, Maharashtra State, Aurangabad.
३. Any notice or other document to be given to or served upon the BWUE may be given or served on behalf of the BWSE by the Executive Engineer, _ _ _ _ _
_ _ _ _ _ Division, _ _ _ and any such notice or document shall be deemed to have been duly given to or served upon the BWUE or sent by registered post/e-mail to the BWUE if it is delivered at the registered office/ registered e-mail of the BWUE or sent by registered post to the registered address for the time being of the BWUE.
4. (i) If BWUE desires to renew this agreement, BWUE shall apply to the Executive Engineer, Water Resources Department of Government before 90 days of expiry of this agreement.

(ii) On expiry of the terms of this agreement BWSE may renew this agreement within 90 days, for such further period and on such terms and conditions, as BWSE may at its absolute discretion deem fit.
5. The costs incurred in the execution of the incidental charges for this agreement including storage shall be borne by the BWUE.
6. Requests of additional quota over and above sanctioned quota for their expansion will be considered on merit basis. The industries using water efficient technologies, treating effluent to required standards, practicing water harvesting and groundwater recharge in its premises or as CSR activities may be given priority. However, in water deficit sub-basin, additional quota for expansion of water intensive industry cannot be given.
7. This agreement supersedes all the previous agreements (Except certain cases where MIDC has paid the Capital Contribution and entered into an agreement) entered into by the BWUE with the BWSE in connection with the supply of water from the said river/ source.
8. The BWUE will have to make an arrangement at its own cost for adequate storage (Balancing tank) of not less than four months requirement of water in case of perennial canal, five months requirement in case of 8 monthly canal system, four months requirement in case of water source from seasonal river/nalla and one month water requirement in case of perennial water source of river/nalla so as to take care of the closure period. But if unexpectedly the closure period is increased by more than the specified period stipulated herein the

- BWUE will have to make an alternative arrangement for this water requirement at its own cost.
9. The BWUE should submit their water indent for every rotation to the Executive Engineer on or before starting of the rotation where the source is located on canal. The BWUE should also furnish the exact quantity of water actually drawn in each rotation after completion of the rotation.
 10. If the BWUE commits breach of any of the terms and conditions thereof BWSE shall be entitled to cancel this permission and discontinue the supply of water without payment of any compensation whatsoever to the BWUE.
 11. The BWSE hereby reserves to itself its right to change/ amend/ modify/ cancel/ revise any of the terms and conditions, rules and regulations of water management and Maharashtra Irrigation Act and MWRRA Act and rules laid under them which shall be applicable to this agreement.
 12. Maharashtra Water Resources Regulatory Authority Act 2005 has empowered the Authority to determine the criteria for the distribution of entitlements by the River Basin Agencies on prescribed terms and conditions and also to establish water tariff system. As per the said Act, the entitlement and tariff system are subject to review at intervals of not less than three years. During the agreement period, changes in entitlement and/or prescribed terms and conditions and/or tariff system made by MWRRA shall be binding on both parties.
 13. If at the time of renewal of Agreement, after completing 6(Six) years from the date mentioned in clause A1(i) here in above, the BWUE is willing to pay previous arrears, local cess and water charges with standard rates, then the Agreement can be renewed for further 6 (Six) years on the condition that the BWUE makes immediate payment of basic water charges, local cess, previous arrears on basic water charges with standard rate. The BWUE shall, within a time period of further 6 months, pay the remaining amounts such as penalty, delay charges etc. as per prevailing rules. If BWUE fails to pay these remaining amounts within prescribed time limit of 6 months, then the agreement stands invalid and penal rates as per prevailing rules will be applicable. If the BWUE is not willing to pay previous arrears, local cess and water charges with standard rates then also the agreement shall be renewed with the penal charges at 1.25 times applicable rates at that time.
 14. In case of Local bodies such as ZillaParishad or Nagar Panchayat having pending arrears, on the submission of assurance letter on Rs. 100 stamp paper regarding payment of all arrears within stipulated time extension approved by Superintending Engineer....., the agreement can be extended up to the time period approved by Superintending Engineer. If the local body fails to pay the arrears within extended time then the penal rates as per C(i)14 will be made applicable.
 15. All the terms and conditions laid down in the following orders, resolutions and memorandum are binding on the Agency.

- a) Government of Maharashtra's Maharashtra Water Resources Regulatory Authority (MWRRA's Order) Dated 29/03/2022 and subsequent revisions.
- b) Government of Maharashtra's Maharashtra Water Resources Regulatory Authority (MWRRA's Order) Order No.9/2017 & Letter No. 9/2017 & Letter No. MWRRA/2017/Map and/Authority/411 Dt. 22/9/2017
- c) Chief Engineer, Water Resources Department's Memo/ज्ञापन(Dnyapan) No.....

16. The installation of Ultrasonic measuring device is mandatory before starting the lifting the water.

IN WITNESS WHEREOF THE Common seal of the M/s _____, _____ has been here into affixed _____ AND the Executive Engineer, _____ Division _____ has for and on behalf of The Governor of Maharashtra here to set his hand and affixed the seal of his office the day and year first herein above written.

THE COMMON SEAL OF BWUE

Was pursuant to a resolution

Of the Board of Directors of the BWUE dated the ____

Hereto affixed in the presence of _

1. _____
2. _____.

The Authorized Signatory/ two Directors of the BWUE who in taken have hereto their respective hands in the presence of –

1. _____
2. _____

SIGNED SEALED AND DELIVERED by the Executive Engineer.....
Division, Water Resources Department (GoM) for and on behalf of the Governor of Maharashtra in the presence of-

1. _____
2. _____.